

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER				PAGE 1 OF									
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY		CODE		<div>10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD:</div>		<div>11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP</div>		12. DISCOUNT TERMS					
15. DELIVER TO		CODE		16. ADMINISTERED BY						CODE			
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY						CODE	
TELEPHONE NO.										18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER													
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>											
25. ACCOUNTING AND APPROPRIATION DATA										26. TOTAL AWARD AMOUNT (For Govt. Use Only)			
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA										<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA										<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)							
30b. NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)				31c. DATE SIGNED			

Section SF 1449 - CONTINUATION SHEET

BREAD REQUIREMENTS ALABAMA

CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)--

Block 8 (continued):

Offer Due Date/Local Time: AUGUST 26 , 2003 - 3:00PM LOCAL PHILA TIME

Block 9 (continued):

- **Mailed offers should be sent to:**

Defense Logistics Agency

Defense Supply Center Philadelphia

Post Office Box 56667

Philadelphia, PA 19111-6667

- **Handcarried offers, including delivery by commercial carrier, should be delivered to:**

Defense Supply Center Philadelphia

Business Opportunities Office

Building 36, 2nd Floor, Wing E

700 Robbins Avenue

Philadelphia, PA 19111-5092

All handcarried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service **“handcarries”** the package to the Business Opportunities Office specified above for handcarried offers prior to the scheduled opening/closing time. The package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.

- **Facsimile offers** (if authorized; see “addendum” to 52.212-1(b)) **or offer modifications/withdrawals should be transmitted to:** (215) 737-9300, 9301, 9302 or 9303.
- **Block 17a: Offeror’s assigned DUNS Number:** _____. If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors - Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

--CONTINUATION OF THE BLOCKS ON PAGE 1 (SF 1449)--

- **Block 17a: Email Address:** _____
- **Block 17b: Remittance Address for EFT detailed summary report:** (if different from Contractor/Offeror address in Block 17a.)

NOTE: LIST POINTS OF CONTACT FOR ALL INVOICING AND PAYMENT ISSUES, ALSO TELEPHONE AND FAX NUMBERS:

AUTHORIZED NEGOTIATORS:

THE OFFEROR OR QUOTER REPRESENTS THAT THE FOLLOWING PERSONS ARE AUTHORIZED TO NEGOTIATE ON ITS BEHALF WITH THE GOVERNMENT IN CONNECTION WITH THIS REQUEST FOR PROPOSAL OR QUOTATION. YOU ARE TO LIST NAMES, TITLES, TELEPHONE NUMBERS AND FACSIMILE (FAX) NUMBERS FOR EACH AUTHORIZED NEGOTIATOR

_____	_____
_____	_____
_____	_____

SUPPLIES OR SERVICES AND PRICES**I. INTRODUCTION**

A. The Defense Supply Center Philadelphia (DSCP) intends to support the needs of its customers by entering into one (1) or more Indefinite Quantity Contracts (IQC's) to supply Bread and Bakery products to customers stated below.

B. This solicitation contains the estimated Bread and Bakery requirements for the following customers:

- REDSTONE ARSENAL, AL
- MAXWELL/GUNTER AFB, AL & CHILD DEVELOPMENT CENTER
- FORT RUCKER, AL & LYSTER MEDICAL CENTER
-

The Government intends to award one or more contracts for a one year period. There is a one (1) year option period in this solicitation. Acceptance of the option year is **MANDATORY**. **The prices for the Option Year shall be stated separately.**

C. The customers at Redstone Arsenal, AL comprise **Groups 1 and 4**, customers at Maxwell/Gunter AFB, AL- Troop Issue & Child Development Center comprise **Groups 2 and 5**, customers at Fort Rucker, AL & Lyster Medical Center comprise **Groups 3 and 6**.

D. The resulting contract(s) will be Indefinite Quantity Contracts (IQC's) that provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(a)). This solicitation will utilize the Low Price Technically Acceptable method of evaluation and contains provisions for a one (1) year option. These contracts will be for a two (2) year period (base year plus a one year option).

E. The estimated dollar value for each year for **Groups 1 and 4** is \$55,500.00 **Groups 2 and 5** is \$54,000.00 and **Groups 3 and 6** is \$40,500.00 respectively. Total estimated dollar value for the base year is \$150,000.00. The estimated dollar value for the option year is \$150,000.00.

F. This acquisition for Bread and Bakery products is solicited on an **"All or None"** basis per group. Each group will be evaluated separately.

II. GUARANTEED MINIMUM/MAXIMUM

- A. The guaranteed minimum for all Groups is 25% of the estimated dollar value.
- B. The maximum ceiling on the resultant contract(s) is 125% of the estimated dollar value per year. In the event of emergencies and/or mobilization, the Government reserves the right to unilaterally execute a higher alternate ceiling. This higher alternate ceiling is 150% of the estimated dollar value per year. As illustrated above, these percentages are calculated on a “per contract” basis.

III. PRICING

- A. Prices shall be FOB Destination only.
- B. Offerors are required to submit a copy of their current Wholesale Price List, Catalog Price Schedule or other documents containing commercial pricing information.
- C. Offerors are required to cross-reference the prices on the Wholesale Price List, Catalog Price Schedule or other pricing documents to the item number on the solicitation. There are several ways of accomplishing this, including writing the item number, as specified in the solicitation, next to the price and item description on the price list. Please do not submit a separate list of information especially prepared for this solicitation; the pricing catalog, complete with cross-references, is requested.
- D. In order to accommodate the Government’s ordering system, the Subsistence Total Order and Receipt Electronic System (STORES), unit prices are limited to a maximum of two (2) places after the decimal point. Reference Clause 52.214-9P06 “Rounding Off of Offer and Award Prices”. In addition, the system requires that prices be fixed for a certain period of time. Prices for the resultant contract(s) will be frozen for the base term of the contract.
- E. If offering on more than (1)group, unit prices for the same item must be identical in all groups. For example, if Bread, white, enriched, pan baked, round top, fresh 20 oz loaf, is priced at \$.65 in Group 1, it must be priced at \$.65 in all groups.

IV. NEW ITEMS

- A. If a customer desires to order an item that is not listed on the resultant contract(s), a written request to the DSCP Market Ready Contract Specialist, Margaret Conforto, shall be submitted to have the item added. The Contract Specialist will contact the vendor and arrange to have the item added to the STORES catalog.
- B. Prior to its inclusion in the STORES catalog, the pricing for each additional item must be negotiated and the Contracting Officer must determine that the price for the respective item is fair and reasonable.
- C. A written modification will not be issued when an item is added to the catalog.
- D. Additional items may not increase the original dollar value of the contract by more than 25%.
- E. IMPORTANT NOTE: Items not included in the STORES catalog cannot be ordered from the contractor.

- F. The Government reserves the right to remove any items from the Schedule of Items from any Group should an (all) offeror(s) not bid on all the items in any Group.

V. ADDITIONAL CUSTOMERS

A. Additional DoD and non-DoD customers located in the same distribution area as the successful contractor may be added to the contract based on a mutually agreed upon implementation plan. DSCP will not modify the contract to add a new customer.

B. The potential customers cannot increase the amount of the contract by more than 25% in total. It should be noted that the 25% new business will also be allowable at the maximum ceiling and the alternate higher ceiling.

C. To the extent that the customers supported under the contracts do not meet the estimated dollar purchases, the Contracting Officer reserves the right to add more than 25% of additional business. The additional business shall be equivalent to the percentage of unused business. For example, if 20% of the customers' estimate remains unobligated, then an additional 45% may be added to customers on the same contract. This is not transferable from one contract to another.

D. Additional customers are limited to those that receive federal funding.

VI. CUSTOMER SERVICE POLICY

The contractor(s) shall treat each of the customers covered under the contract(s) as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under this contract.

VII. CUSTOMER LISTING AND REQUIREMENTS**BASE YEAR GROUP 1 – REDSTONE ARSENAL, AL - TROOP ISSUE**

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	BREAD, WHITE, ENRICHED, PAN BAKED, ROUND TOP, FRESH 20 OZ LOAF LSN: 8920-01-E11-3367 PRODUCT NUMBER _____	7,000	PG		
2.	BREAD, WHOLE WHEAT 100%, PAN BAKED SANDWICH 20 OZ LOAF LSN: 8920-01-E11-3215 PRODUCT NUMBER _____	8,000	PG		
3.	BREAD, RYE, PAN BAKED, ROUND TOP 16 OZ LOAF LSN: 8920-01-E11-3039 PRODUCT NUMBER _____	700	PG		
4	BREAD, FRENCH (UNSLICED) HEARTH BAKED, FRESH 16 OZ LOAF LSN: 8920-01-E11-3220 PRODUCT NUMBER _____	1,000	PG		

BASE YEAR GROUP 1 – REDSTONE ARSENAL, AL - TROOP ISSUE

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
5.	ROLLS, DINNER, FRESH BROWN & SERVE				
	12 PER PG LSN: 8920-01-E11-3211 NET WEIGHT PER PG _____ PRODUCT NUMBER _____	20,000	PG		
6.	ROLLS, FRANKFURTER,				
	16 PER PKG. LSN: 8920-01-311-3043 NET WEIGHT PER PG _____ PRODUCT NUMBER _____	3,000	PG		
7.	ROLLS, HOT DOG				
	12 PER PKG LSN: 8920-01-E11-3582 NET WEIGHT PER PG _____ PRODUCT NUMBER _____	1,000	PG		
8.	ROLLS, HAMBURGER				
	12 PER PKG LSN: 8920-01-E11-3227 NET WEIGHT PER PG _____ PRODUCT NUMBER _____	9,000	PG		
9.	ROLLS, HAMBURGER DOUBLE CUT				
	12 PER PKG LSN: 8920-01-E11-3819 NET WEIGHT PER PG _____ PRODUCT NUMBER _____	500	PG		

BASE YEAR GROUP 1 – REDSTONE ARSENAL, AL - TROOP ISSUE

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
10.	ROLLS, HOAGIE/ SUBMARINE				
	6 PER PKG	1,000		PG	
	LSN: 8920-01-E11-3036				
	NET WEIGHT PER PG__				
	PRODUCT NUMBER__				
11.	CAKE, FRESH				
	4 OZ PKG	5,650		PG	
	LSN: 8920-01-E11-3724				
	PRODUCT NUMBER__				

TOTAL AMOUNT GROUP 1:_____**FAX NUMBER FOR ORDER PLACEMENT:**_____**GOVERNMENT QUALIFICATIONS:** “ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR”**OFFEROR QUALIFICATIONS:** _____

BASE YEAR GROUP 2 – MAXWELL/GUNTER AFB, AL - TROOP ISSUE & CHILD DEVELOPMENT CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
12.	BREAD, WHITE PAN BAKED, ROUND TOP				
	24 OZ LOAF LSN: 8920-01-E11-3035 PRODUCT NUMBER _____	8,750	PG		
13.	BREAD, WHITE THICK TEXAS TOAST				
	24 OZ LOAF LSN: 8920-01-E11-3024 PRODUCT NUMBER _____	9,000	PG		
14.	BREAD, PART WHOLE WHEAT PAN BAKED, ROUND TOP				
	20 OZ LOAF LSN: 8920-01-E11-4296 PRODUCT NUMBER _____	1,000	PG		
15.	BREAD, WHEAT PAN BAKED SANDWICH				
	20 OZ LOAF LSN: 8920-01-E11-3218 PRODUCT NUMBER _____	3,900	PG		
16.	BREAD, RAISIN, PAN BAKED ROUND TOP				
	16 OZ LOAF LSN: 8920-01-E11-3038 PRODUCT NUMBER _____	1,500	PG		

**BASE YEAR GROUP 2 – MAXWELL/ GUNTER AFB, AL - TROOP ISSUE & CHILD
DEVELOPMENT CENTER**

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
17.	BREAD, RYE, PAN BAKED, ROUND TOP				
	16 OZ LOAF	200	PG		
	LSN: 8920-01-E11-3039				
	PRODUCT NUMBER_____				
18.	BREAD, FRENCH HEARTH BAKED				
	16 OZ LOAF	300	PG		
	LSN: 8920-01-E11-3220				
	PRODUCT NUMBER_____				
19.	ENGLISH MUFFINS, FRESH				
	6 PER PG	2,000	PG		
	LSN: 8920-01-E11-3212				
	NET WEIGHT PER PG____				
	PRODUCT NUMBER_____				
20.	ROLLS, FRANKFURTER,				
	16 PER PKG	700	PG		
	LSN: 8920-01-311-3043				
	NET WEIGHT PER PG____				
	PRODUCT NUMBER_____				
21.	ROLLS, HOT DOG, FRESH, PAN BAKED				
	12 PER PKG	8,000	PG		
	LSN: 8920-01-E11-3582				
	NET WEIGHT PER PG____				
	PRODUCT NUMBER_____				

BASE YEAR GROUP 2 - MAXWELL/GUNTER AFB, AL - TROOP ISSUE & CHILD DEVELOPMENT CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
22.	ROLLS, HAMBURGER PAN BAKED				
	12 PER PKG	10,000	PG		
	LSN: 8920-01-E11-3227				
	NET WEIGHT PER PG__				
	PRODUCT NUMBER__				
23.	ROLLS, DINNER, FRESH BROWN & SERVE				
	12 PER PG	250	PG		
	LSN: 8920-01-E11-3211				
	NET WEIGHT PER PG__				
	PRODUCT NUMBER__				
24.	ROLLS, HOAGIE/SUBMARINE				
	8 PER PKG	2,000	PG		
	LSN: 8920-01-E11-3210				
	NET WEIGHT PER PG__				
	PRODUCT NUMBER__				

TOTAL AMOUNT GROUP 2:_____**FAX NUMBER FOR ORDER PLACEMENT:**_____**GOVERNMENT QUALIFICATIONS:** "ALL ITEMS TO BE AWARDED WILL BE AWARDED
TO ONE OFFEROR"**OFFEROR QUALIFICATIONS:** _____

BASE YEAR GROUP 3 - FORT RUCKER, AL -- TROOP ISSUE & LYSTER MEDICAL CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
25.	BREAD, WHITE, PAN BAKED, SANDWICH				
	24 OZ LOAF LSN: 8920-01-E11-3037 PRODUCT NUMBER_____	17,500	PG		
26.	BREAD, WHITE, PAN BAKED, ROUND TOP				
	20 OZ LOAF LSN: 8920-01-E11-3367 PRODUCT NUMBER_____	1,000	PG		
27.	BREAD, WHITE, PAN BAKED, SANDWICH TEXAS TOAST				
	24 OZ LOAF LSN: 8920-01-E11-3024 PRODUCT NUMBER_____	1,050	PG		
28.	BREAD, 100% WHOLE WHEAT PAN BAKED, SANDWICH				
	20 OZ LOAF LSN: 8920-01-E11-3215 PRODUCT NUMBER_____	700	PG		
29.	BREAD, PART WHOLE WHEAT PAN BAKED, ROUND TOP				
	20 OZ LOAF LSN: 8920-01-E11-4278 PRODUCT NUMBER_____	300	PG		

BASE YEAR GROUP 3 - FORT RUCKER, AL -- TROOP ISSUE & LYSTER MEDICAL CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
30.	BREAD, WHEAT, FRESH PAN BAKED, SANDWICH				
	20 OZ LOAF LSN: 8920-01-E11-3218 PRODUCT NUMBER_____	2,700	PG		
31.	BREAD, RAISIN ROUND TOP				
	16 OZ LOAF LSN: 8920-01-E11-3038 PRODUCT NUMBER_____	1,200	PG		
32.	BREAD, RYE PAN BAKED ROUND TOP				
	16 OZ LOAF LSN: 8920-010E11-3039 PRODUCT NUMBER_____	1,200	PG		
33.	BAGELS, PLAIN				
	6 PER PG LSN: 892001-E11-3040 NET WEIGHT PER PG_____ PRODUCT NUMBER_____	2,500	PG		
34.	ENGLISH MUFFINS, FRESH				
	6 PER PG LSN: 8920-01-E11-3212 NET WEIGHT PER PG_____ PRODUCT NUMBER_____	500	PG		

BASE YEAR GROUP 3 - FORT RUCKER, AL -- TROOP ISSUE & LYSTER MEDICAL CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
35.	ROLLS, HOT DOG PAN BAKED, FRESH				
	16 PER PKG	1,400	PG		
	LSN: 8920-01-E11-3043				
	NET WEIGHT PER PG _____				
	PRODUCT NUMBER _____				
36.	ROLLS, HAMBURGER PAN BAKED, FRESH				
	12 PER PKG	9,500	PG		
	LSN: 8920-01-E11-3581				
	NET WEIGHT PER PG _____				
	PRODUCT NUMBER _____				
37.	ROLLS, HAMBURGER WHEAT, PAN BAKED FRESH				
	12 PER PKG	200	PG		
	LSN: 8920-01-E11-2827				
	NET WEIGHT PER PG _____				
	PRODUCT NUMBER _____				
38.	ROLLS, DINNER BROWN & SERVE FRESH, HARD				
	10 PER PG	1,000	PG		
	LSN: 8920-01-E11-3817				
	NET WEIGHT PER PG _____				
	PRODUCT NUMBER _____				
39.	ROLLS, BROWN & SERVE FRESH				
	12 PER PG	700	PG		
	LSN: 8920-01-E11-3211				
	NET WEIGHT PER PG _____				
	PRODUCT NUMBER _____				

BAS YEAR GROUP 3 - FORT RUCKER, AL -- TROOP ISSUE & LYSTER MEDICAL CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
40.	SWEET ROLLS, BROWN & SERVE 12 PER PG LSN: 8920-01-E11-3103 NET WEIGHT PER PG ____ PRODUCT NUMBER____	1,800	PG		
41.	ROLLS, PARKERHOUSE PAN BAKED, FRESH 32 PER PG LSN: 8920-01-E11-5759 NET WEIGHT PER PG ____ PRODUCT NUMBER____	500	PG		
42.	ROLLS, ITALIAN PAN BAKED, FRESH 6 PER PG LSN: 8920-01-E11-3377 NET PER WEIGHT PER PG ____ PRODUCT NUMBER____	3,000	PG		
43.	ROLLS, KAISER PAN BAKED, FRESH 12 PER PG LSN: 8920-01-E11-3825 NET PER WEIGHT PER PG ____ PRODUCT NUMBER____	500	PG		

BASE YEAR GROUP 3 - FORT RUCKER, AL -- TROOP ISSUE & LYSTER MEDICAL CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
44.	ROLLS, HAMBURGER DOUBLE CUT PAN BAKED, FRESH				
	30 PER PG	500	PG		
	LSN: 8920-01-E11-4187				
	NET PER WEIGHT PER PG _____				
	PRODUCT NUMBER _____				

TOTAL AMOUNT GROUP 3: _____**FAX NUMBER FOR ORDER PLACEMENT:** _____**GOVERNMENT QUALIFICATIONS:** "ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR"**OFFEROR QUALIFICATIONS:** _____

OPTION YEAR

SCHEDULE/PRICING *

(MANDATORY)

***Option Year Pricing must be submitted as a fixed dollar/cents amount.**

The actual dollar/cents must be calculated and filled out on the following pages for the option year.

OPTION YEAR GROUP 4 – REDSTONE ARSENAL, AL - TROOP ISSUE

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
45.	BREAD, WHITE, PAN BAKED, ROUND TOP, FRESH				
	20 OZ LOAF	7,000	PG		
	LSN: 8920-01-E11-3367				
	PRODUCT NUMBER				
46.	BREAD, WHOLE WHEAT 100%, PAN BAKED SANDWICH				
	20 OZ LOAF	8,000	PG		
	LSN: 8920-01-E11-3215				
	PRODUCT NUMBER_____				
47.	BREAD, RYE, PAN BAKED, ROUND TOP				
	16 OZ LOAF	700	PG		
	LSN: 8920-01-E11-3039				
	PRODUCT NUMBER_____				
48.	BREAD, FRENCH (UNSLICED) HEARTH BAKED, FRESH				
	16 OZ LOAF	1,000	PG		
	LSN: 8920-01-E11-3220				
	PRODUCT NUMBER_____				

OPTION YEAR GROUP 4 – REDSTONE ARSENAL, AL - TROOP ISSUE

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
49.	ROLLS, DINNER, FRESH BROWN & SERVE				
	12 PER PG LSN: 8920-01-E11-3211 NET WEIGHT PER PG____ PRODUCT NUMBER_____	20,000	PG		
50.	ROLLS, FRANKFURTER,				
	16 PER PKG. LSN: 8920-01-311-3043 NET WEIGHT PER PG____ PRODUCT NUMBER_____	3,000	PG		
51.	ROLLS, HOT DOG				
	12 PER PKG LSN: 8920-01-E11-3582 NET WEIGHT PER PG____ PRODUCT NUMBER_____	1,000	PG		
52.	ROLLS, HAMBURGER				
	12 PER PKG LSN: 8920-01-E11-3227 NET WEIGHT PER PG____ PRODUCT NUMBER_____	9,000	PG		
53.	ROLLS, HAMBURGER DOUBLE CUT				
	12 PER PKG LSN: 8920-01-E11-3819 NET WEIGHT PER PG____ PRODUCT NUMBER_____	500	PG		

OPTION YEAR GROUP 4 – REDSTONE ARSENAL, AL - TROOP ISSUE

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
54.	ROLLS, HOAGIE/ SUBMARINE				
	6 PER PKG	1,000	PG		
	LSN: 8920-01-E11-3036				
	NET WEIGHT PER PG ____				
	PRODUCT NUMBER ____				
55.	CAKE, FRESH				
	4 OZ PKG	5,650	PG		
	LSN: 8920-01-E11-3724				
	PRODUCT NUMBER ____				

TOTAL AMOUNT GROUP 4: _____**FAX NUMBER FOR ORDER PLACEMENT: _____****GOVERNMENT QUALIFICATIONS: “ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR”****OFFEROR QUALIFICATIONS:** _____

OPTION YEAR GROUP 5 MAXWELL/GUNTER AFB, AL - TROOP ISSUE & CHILD DEVELOPMENT CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
56.	BREAD, WHITE PAN BAKED, ROUND TOP				
	24 OZ LOAF LSN: 8920-01-E11-3035 PRODUCT NUMBER_____	8,750	PG		
57.	BREAD, WHITE THICK TEXAS TOAST				
	24 OZ LOAF LSN: 8920-01-E11-3024 PRODUCT NUMBER _____	9,000	PG		
58.	BREAD, PART WHOLE WHEAT PAN BAKED, ROUND TOP				
	20 OZ LOAF LSN: 8920-01-E11-4296 PRODUCT NUMBER_____	1,000	PG		
59.	BREAD, WHEAT PAN BAKED SANDWICH				
	20 OZ LOAF LSN: 8920-01-E11-3218 PRODUCT NUMBER _____	3,900	PG		
60.	BREAD, RAISIN, PAN BAKED ROUND TOP				
	16 OZ LOAF LSN: 8920-01-E11-3038 PRODUCT NUMBER_____	1,500	PG		

OPTION YEAR GROUP 5 – MAXWELL/ GUNTER AFB, AL - TROOP ISSUE & CHILD DEVELOPMENT CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
61.	BREAD, RYE, PAN BAKED, ROUND TOP				
	16 OZ LOAF LSN: 8920-01-E11-3039 PRODUCT NUMBER_____	200	PG		
62.	BREAD, FRENCH HEARTH BAKED				
	16 OZ LOAF LSN: 8920-01-E11-3220 PRODUCT NUMBER_____	200	PG		
63.	ENGLISH MUFFINS, FRESH				
	6 PER PG LSN: 8920-01-E11-3212 NET WEIGHT PER PG_____ PRODUCT NUMBER_____	2,000	PG		
64.	ROLLS, FRANKFURTER,				
	16 PER PKG LSN: 8920-01-311-3043 NET WEIGHT PER PG_____ PRODUCT NUMBER_____	700	PG		
65.	ROLLS, HOT DOG, FRESH, PAN BAKED				
	12 PER PKG LSN: 8920-01-E11-3582 NET WEIGHT PER PG_____ PRODUCT NUMBER_____	8,000	PG		

OPTION YEAR GROUP 5 - MAXWELL/GUNTER AFB, AL - TROOP ISSUE & CHILD DEVELOPMENT CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
66.	ROLLS, HAMBURGER PAN BAKED				
	12 PER PKG	10,000	PG		
	LSN: 8920-01-E11-3227				
	NET WEIGHT PER PG__				
	PRODUCT NUMBER__				
67.	ROLLS, DINNER, FRESH BROWN & SERVE				
	12 PER PG	200	PG		
	LSN: 8920-01-E11-3211				
	NET WEIGHT PER PG__				
	PRODUCT NUMBER__				
68.	ROLLS, HOAGIE/SUBMARINE				
	8 PER PKG	2,000	PG		
	LSN: 8920-01-E11-3210				
	NET WEIGHT PER PG__				
	PRODUCT NUMBER__				

TOTAL AMOUNT GROUP 5:_____**FAX NUMBER FOR ORDER PLACEMENT:**_____**GOVERNMENT QUALIFICATIONS:** "ALL ITEMS TO BE AWARDED WILL BE AWARDED
TO ONE OFFEROR"**OFFEROR QUALIFICATIONS:** _____

OPTION YEAR GROUP 6 - FORT RUCKER, AL -- TROOP ISSUE & LYSTER MEDICAL CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
69.	BREAD, WHITE, PAN BAKED, SANDWICH				
	24 OZ LOAF	17,500	PG		
	LSN: 8920-01-E11-3037				
	PRODUCT NUMBER_____				
70.	BREAD, WHITE, PAN BAKED, ROUND TOP				
	20 OZ LOAF	1,000	PG		
	LSN: 8920-01-E11-3367				
	PRODUCT NUMBER_____				
71.	BREAD, WHITE, PAN BAKED, SANDWICH TEXAS TOAST				
	24 OZ LOAF	1,050	PG		
	LSN: 8920-01-E11-3024				
	PRODUCT NUMBER_____				
72.	BREAD, 100% WHOLE WHEAT PAN BAKED, SANDWICH				
	20 OZ LOAF	700	PG		
	LSN: 8920-01-E11-3215				
	PRODUCT NUMBER_____				
73.	BREAD, PART WHOLE WHEAT PAN BAKED, ROUND TOP				
	20 OZ LOAF	300	PG		
	LSN: 8920-01-E11-4278				
	PRODUCT NUMBER_____				

OPTION YEAR GROUP 6 - FORT RUCKER, AL -- TROOP ISSUE & LYSTER MEDICAL CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
74.	BREAD, WHEAT, FRESH PAN BAKED, SANDWICH				
	20 OZ LOAF	2,700	PG		
	LSN: 8920-01-E11-3218				
	PRODUCT NUMBER_____				
75.	BREAD, RAISIN ROUND TOP				
	16 OZ LOAF	1,200	PG		
	LSN: 8920-01-E11-3038				
	PRODUCT NUMBER_____				
76.	BREAD, RYE PAN BAKED ROUND TOP				
	16 OZ LOAF	1,200	PG		
	LSN: 8920-010E11-3039				
	PRODUCT NUMBER_____				
77.	BAGELS, PLAIN				
	6 PER PG	2,500	PG		
	LSN: 892001-E11-3040				
	NET WEIGHT PER PG_____				
	PRODUCT NUMBER_____				
78.	ENGLISH MUFFINS, FRESH				
	6 PER PG	500	PG		
	LSN: 8920-01-E11-3212				
	NET WEIGHT PER PG_____				
	PRODUCT NUMBER_____				

OPTION YEAR GROUP 6 - FORT RUCKER, AL -- TROOP ISSUE & LYSTER MEDICAL CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
79.	ROLLS, HOT DOG PAN BAKED, FRESH				
	16 PER PKG	1,400	PG		
	LSN: 8920-01-E11-3043				
	NET WEIGHT PER PG _____				
	PRODUCT NUMBER _____				
80.	ROLLS, HAMBURGER PAN BAKED, FRESH				
	12 PER PKG	9,500	PG		
	LSN: 8920-01-E11-3581				
	NET WEIGHT PER PG _____				
	PRODUCT NUMBER _____				
81.	ROLLS, HAMBURGER WHEAT, PAN BAKED FRESH				
	12 PER PKG	200	PG		
	LSN: 8920-01-E11-2827				
	NET WEIGHT PER PG _____				
	PRODUCT NUMBER _____				
82.	ROLLS, DINNER BROWN & SERVE FRESH, HARD				
	10 PER PG	1,000	PG		
	LSN: 8920-01-E11-3817				
	NET WEIGHT PER PG _____				
	PRODUCT NUMBER _____				
83.	ROLLS, BROWN & SERVE FRESH				
	12 PER PG	700	PG		
	LSN: 8920-01-E11-3211				
	NET WEIGHT PER PG _____				
	PRODUCT NUMBER _____				

OPTION YEAR GROUP 6 - FORT RUCKER, AL -- TROOP ISSUE & LYSTER MEDICAL CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
84.	SWEET ROLLS, BROWN & SERVE 12 PER PG LSN: 8920-01-E11-3103 NET WEIGHT PER PG _____ PRODUCT NUMBER_____	1,800	PG		
85.	ROLLS, PARKERHOUSE PAN BAKED, FRESH 32 PER PG LSN: 8920-01-E11-5759 NET WEIGHT PER PG _____ PRODUCT NUMBER_____	500	PG		
86.	ROLLS, ITALIAN PAN BAKED, FRESH 6 PER PG LSN: 8920-01-E11-3377 NET PER WEIGHT PER PG _____ PRODUCT NUMBER_____	3,000	PG		
87.	ROLLS, KAISER PAN BAKED, FRESH 12 PER PG LSN: 8920-01-E11-3825 NET PER WEIGHT PER PG _____ PRODUCT NUMBER_____	500	PG		

OPTION YEAR GROUP 6 - FORT RUCKER, AL -- TROOP ISSUE & LYSTER MEDICAL CENTER

ITEM. NO.	DESCRIPTION	QUANTITY ESTIMATE	UNIT	UNIT PRICE	TOTAL AMOUNT
88.	ROLLS, HAMBURGER DOUBLE CUT PAN BAKED, FRESH				
	30 PER PG	500	PG		
	LSN: 8920-01-E11-4187				
	NET PER WEIGHT PER PG _____				
	PRODUCT NUMBER _____				

TOTAL AMOUNT GROUP 6: _____**FAX NUMBER FOR ORDER PLACEMENT:** _____**GOVERNMENT QUALIFICATIONS:** "ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR"**OFFEROR QUALIFICATIONS:** _____

DESCRIPTION/SPECIFICATIONS

I. DEFENSE APPROPRIATIONS ACT

A. All items supplied under this contract and awarded as a result of this solicitation must comply with the Berry Amendment (10 U.S.C. Section 2533a) and the provisions of Clause 252.225-7012. These references require that all items supplied under the contract be produced in the United States.

B. Vendors are reminded that the annual Defense Appropriations Act requires that all food products supplied to the military, which are paid for by appropriated funds, must be 100% produced in the United States or its possessions. This would not apply for commissary resale items or for the acquisition of those specific items listed as follows:

<i>Bananas</i>	<i>Beef extract</i>	<i>Beef, corned, canned</i>
<i>Capers</i>	<i>Cashew Nuts</i>	<i>Brazil nuts, unroasted</i>
<i>Castor beans and oil</i>	<i>Chestnuts</i>	<i>Cocoa beans</i>
<i>Chicle</i>	<i>Tea in bulk</i>	<i>Thyme Oil</i>
<i>Coffee, raw or green bean</i>	<i>Olive Oil</i>	<i>Oranges, mandarin, canned</i>
<i>Spices and herbs, in bulk</i>	<i>Sugars, raw</i>	<i>Tapioca, flour and cassava</i>
<i>Vanilla beans</i>		
<i>Olives (green), pitted or unpitted or stuffed, in bulk</i>		
<i>Coconut and coconut meat, unsweetened, in shredded, desiccated, or similarly prepared forms.</i>		

C. For additional information, please consult the DoD FAR Supplement at 225.70 "Appropriations Act Restrictions" and/or contact the Contracting Officer.

II. ORDERING SYSTEM

A. Subsistence Total Order and Receipt Electronic System (STORES)

1. STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DSCP for the purposes of contractor payment and customer billing.

2. Customers will be able to order all of their bread and bakery requirements through STORES.

3. All STORES orders will be received via an 850 Transaction Set (Electronic Order) or by fax for those vendors not capable of receiving EDI orders. While it is not a requirement of this solicitation, vendors are encouraged to have a separate fax line in order to accommodate orders in a timely, efficient manner. The 850 or fax will contain information sufficient to fulfill the order, including, but not limited to, contract number, call number, P. O. number, DODAAC, clin number and required delivery date.

4. DSCP prefers that all vendors will be EDI capable by contract start up and will take the necessary steps now to ensure that this goal is met. The Offeror must consider moving towards a fully functional EDI environment. In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:

850	Purchase Order
997	Functional Acknowledgment
810	Invoice (see paragraph B., below)

5. It is preferred that the successful vendor have access to the Internet and be able to send and receive electronic mail (e-mail).
6. The EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a 16 ounce loaf of whole wheat bread would be described as "Bread, Whole Wheat, Fresh, pan baked, round top, 16 oz. pg."

B. INFORMATION ON THE WEB INVOICING SYSTEM (WINS)

The Web Invoicing System (WINS) is an alternative to both the traditional paper invoice submitted to DFAS Columbus and an Electronic Data Interchange (EDI) 810 Transaction Set. Once a vendor has registered to submit invoices through WINS, all information pertaining to the invoice is sent via the Internet to DFAS for payment with little or no cost to the vendor. Vendors can enter invoices into templates on a DFAS owned web server that processes and routes the invoices to the appropriate payment system.

To register for WINS, go to the web site <https://ecweb.dfas.mil> and click on "New Account". Include vendor account information and in approximately 1 -2 days after registration, a user ID and password will be provided. After receipt of the user ID and password, please ensure you conduct testing on the system to ensure accuracy of the data submitted and systems' compatibility. If any problems are experienced in reaching this site, please call 1-800-756-4571 for assistance.

Instructions for accessing and using WINS, WINS User Guide specifically for Subsistence can be downloaded from www.dfas.mil <http://www.dfas.mil>. Click on Electronic Commerce and scroll to "WINS Users Manual Volume 9, DISMS User Manual".

Market Ready EDI Invoicing website: The Market Ready EDI Invoicing website will be prefilled with data from STORES. To register, go to the website <http://www.dsdp.dla.mil/subs/submain.htm>. After registration, you will receive a User Name and Password to access data for; your contract. You will then be asked to review data on the website and either post new lines or change existing lines on the site to reflect what was delivered. EDI invoices will be generated and sent to DFAS for payment.

NOTE: If the WINS Program or the Market Ready EDI Invoicing Process is not operable at the time this contract is awarded, the awardee may submit paper invoices to DFAS Columbus until such time either the WINS Program or Market Ready EDI Invoicing Program becomes operable. Instructions for submitting paper invoices will be included with the award document. However, once these systems become functional, the awardee will have no more than sixty (60) days to implement the applicable invoicing system.

C. Order Placement

1. Customers shall place orders via STORES to accommodate a "skip-day" delivery. Orders shall generally be sent no later than 2:00 p.m. **two (2) days prior** to the desired delivery date in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer leadtime for delivery.
2. The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the vendor shall either offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise the customer of its Not-in-Stock position.

III. PRODUCT QUALITY

A. Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following freshness requirements:

1. Bread, Cakes, Doughnuts, Muffins, Pies and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day, these items must be delivered no more than 48 hours after baking.

2. Brown and Serve Rolls must be delivered within 36 hours after production.

3. Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.

B. Commercial standards should be used to maintain temperatures appropriate for the individual items.

IV. QUALITY PROGRAM

A. The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality;
2. The usage of First-In, First-Out (FIFO) principles;
3. Product shelf life is monitored;
4. Items are free of damage;
5. Correct items and quantities are selected and delivered;
6. Customer satisfaction is monitored;
7. Product discrepancies and complaints are resolved and corrective action is initiated;
8. Salvaged items or products shall not be used; and
9. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DSCP

PACKAGING AND MARKING

I. PACKAGING, PACKING AND LABELING

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated thereunder. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

B. All items must be identified with readable dates (open code dates), coded dates, or with color-coded twist ties. Contractors that do not use open dating will provide a product code number key/twist tie color listing. The product code number key/color coded twist tie listing shall explain the actual date of production or processing. Copies of key/color codes listing will be furnished to each destination's receiving officer and each destination's inspection agency with the first delivery.

INSPECTION AND ACCEPTANCE

I. INSPECTION AND ACCEPTANCE

A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector or Contracting Officer.

B. All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles may be inspected for cleanliness and condition.

C. The authorized inspector at each delivery point is responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to inspection of the product. All overages, shortages, and/or returns are to be noted on the delivery ticket by the receiving official and the truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.

II. WARRANTIES

The supplies furnished under the resultant contract(s) shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies and the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Government by Clause 52.212-4(o) "Warranty" contained in the solicitation.

III. REJECTION PROCEDURES

A. If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the authorized receiving official.

B. When product is found to be nonconforming or damaged, or otherwise suspect, the veterinary inspector shall notify the authorized food service officer.

C. It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

D. If an item is rejected at the time of delivery, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.

E. If product is rejected after the delivery occurred, the vendor must pick up the rejected product at the time the next regular shipment is made.

IV. DELIVERY VEHICLE REQUIREMENTS

A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.

B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

DELIVERIES**DELIVERY POINTS**

Note: The number of deliveries per week represent an estimate; the actual frequency may vary based on how often the customer orders and when delivery is requested.

GROUPS 1 AND 4 - REDSTONE ARSENAL, AL TROOP ISSUE

<u>DELIVER TO:</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY & LIMITATION</u>
BLDG 3618 BLDG 3438 SOUTH REDSTONE ARSENAL	4:30 AM TO 8:00 AM	SIX DELIVERIES PER WEEK MONDAY THRU SATURDAY

GROUPS 2 AND 5 - MAXWELL AND GUNTER AFB, AL

<u>DELIVER TO: LIMITATION</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY &</u>
RIVERFRONT INN BLDG 668 DINNING HALL 5 MITCHELL STREET MAXWELL AFB, AL 36112	5:00 AM TO 11:00 AM	SIX DAYS PER WEEK MONDAY THRU SATURDAY
DINING FACILITY BLDG 1485 1485 LEMAY PLAZA MAXWELL-GUNTER AFB	6:00AM TO 10:30 AM	SAME AS ABOVE
AVIATION INN BLDG 1065 640 WILLIAMSON ST MAXWELL-GUNTER AFB, 36615	5:00 AM TO 11:00 AM	SIX DAYS PER WEEK MONDAY THRU SATURDAY
GUNTER CHILD DEVELOPMENT CENTER BLDG 854 205 SOUTH TURNER BLVD GUNTER AFB,	6:00 AM TO 11:00 AM	THREE DAYS PER WEEK MONDAY, TUESDAY WEDNESDAY

GROUPS 3 AND 6 - FORT RUCKER, AL TROOP ISSUE & LYSTER MEDICAL CENTER, AL

<u>DELIVER TO:</u>	<u>TIME OF DELIVERIES</u>	<u>FREQUENCY & LIMITATION</u>
CONSOLIDATED DINING FACILITY	NO LATER THAN 9:00AM	FIVE DAYS PER WEEK MONDAY THRU FRIDAY

BLDG 5914
FORT RUCKER, AL

LYSTER MEDICAL
BLDG 301
FORT RUCKER, AL

NO LATER THAN 9:00 AM

FIVE DAYS PER WEEK
MONDAY THRU FRIDAY

DELIVERIES OR PERFORMANCE

I. TERMS OF INDEFINITE QUANTITY CONTRACT

A. The duration of the contract(s) is for a one (1) year period beginning on the day after the current contract expires.

B. Prior to the beginning of the ordering period for these contracts, a contractor start-up period in order to fully catalog the customers' requirements is recognized as being necessary to successfully implement this project.

II. ITEM AVAILABILITY

All items must be stocked in sufficient quantities to fill the customers' requirements.

III. DELIVERY INSTRUCTIONS

A. Deliveries shall be made FOB Destination to each ordering activity approximately 48 hours after order placement, unless otherwise specified, and shall be free of damage, with all packing and packaging intact.

B. Customers will receive between two (2) to five (5) deliveries per week. Early morning deliveries are usually preferred, i.e. prior to 10:00 a.m. Saturday deliveries are not normally required, but may occasionally be necessary to support a customer's immediate need. Detailed delivery instructions appear in the delivery section of this solicitation.

IV. SUBSTITUTIONS

A. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid the full amount and will only be reimbursed for the unit price shown in the catalog.

B. If the price of the substituted item is *lower* than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

V. HOLIDAYS

A. All orders are to be delivered on the specified delivery date, except for Federal holidays as outlined below. NOTE: When a scheduled delivery day falls on one of these days, or one designated by your firm, delivery should occur on the next scheduled business day, unless otherwise agreed to by the customer.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day

Independence Day

Christmas Day

NOTE: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

B. Holidays celebrated by your firm other than those specified above must be listed below. Also specify your policy for celebrating holidays that fall on the weekend.

_____	_____
_____	_____

VI. EMERGENCY ORDERS

A. In order to adequately support an emergency order, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation.

B. The vendor shall provide, at minimum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.

C. The vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or pager number, to the customers.

VII. AUTHORIZED RETURNS

A. The contractor shall accept returns under the following conditions:

1. Products shipped in error;
2. Products damaged in shipment;
3. Products with concealed or latent damage;
4. Products that are recalled;
5. Products that do not meet shelf life requirements;
6. Products that do not meet the minimum quality requirements;
7. Products delivered in unsanitary vehicles;
8. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.

B. Any other conditions not specified above that are deemed to be valid reasons for return.

VIII. SHORT SHIPMENTS/SHIPPING ERRORS

A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.

B. Any product delivered in error must be picked up by the vendor on the next delivery day after notification by the ordering activity.

CONTRACT ADMINISTRATION DATA

I. CONTRACTING AUTHORITY

A. The DSCP Contracting Officer is the only person authorized to approve changes to, or modify any requirement of, the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DSCP Contracting Officer.

- B. In the event the vendor effects any change at the direction of any person other than the DSCP Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made to cover any costs associated with such change.

C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DSCP Contracting Officer.

II. INVOICING

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. Any changes must be made on the face of the invoice. Attachments to the invoice are not acceptable for purposes of changing quantities or dollar values.

B. The vendor shall submit "clean", i.e. all corrections or adjustments have been made, invoices to the Defense Finance and Accounting Service (DFAS) Columbus Center for payment, either by an 810 EDI transaction set, the WINS system or the Market Ready EDI Invoicing process (available July 2003). Each invoice shall contain sufficient data for billing purposes. This includes:

1. Contract Number;
2. Call Number or Delivery Order Number or Contract Order Number;
3. Purchase Order Number;
4. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
5. Item Nomenclature;
6. DODAAC
7. Quantity purchased per item in DSCP's unit of issue;
7. Total dollar value of each invoice (reflecting changes to the shipment, if applicable).
8. LSN or NSN

C. It is ***strongly preferred*** that there be only one (1) invoice per customer per delivery. Vendors are discouraged from running separate invoices for bread and bakery items. However, if this is not possible, then all invoices must be clearly annotated that they are part of a group, e.g. 1 of 3, 2 of 3, etc. In addition, all invoice groups must be sent to DFAS Columbus together, in the same EDI transmission.

D. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.087 must be rounded up to \$1.09.

E. Procedures for Electronic Invoicing (810 Transaction set) are included in this solicitation. Instructions for submitting invoices via the WINS System and the Market Ready EDI Invoicing process are also included in the Descriptions/Specifications section of this solicitation.

F. The same invoice cannot be submitted with different dollar amounts. The invoice total must match the receipted delivery amount.

III. PAYMENTS

A. DFAS Columbus is the payment office for all acquisitions using STORES. All invoices must be submitted to DFAS Columbus for payment.

If a customer orders manually (not thru STORES), invoices must also be faxed to the Contract Specialist at (215) 737-7194 or 8060.

B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".

C. Payment is currently being made in approximately ten (10) days after the receipt of a proper invoice; however, payment is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903).

IV. ADMINISTRATION

A. Administration of the contract will be performed by DSCP in Philadelphia.

B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product substitutions and delivery changes.

C. The DSCP Contracting Officer must approve any changes to the contract.

D. The Government intends to utilize Electronic Funds Transfer (EFT) to make payments under the resultant contract(s). However, the Government reserves the right to use a manual payment system, i.e. check, if the need arises. Refer to Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment".

SPECIAL CONTRACT REQUIREMENTS

I. NOTICE TO OFFERORS

Prospective offerors are hereby advised that although there is a guaranteed minimum of 25%, DSCP cannot guarantee that any or all of the customers will order all of their bread and bakery requirements from the successful vendor(s). Once the guaranteed minimum has been met, the customer may or may not choose to continue ordering from the contract(s).

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent; and

(viii) Name, title, and phone number of person to be notified in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be in the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g. 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB), Prompt Payment Regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB), Prompt Payment Regulations at 5 CFR 1315. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for

any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-4 ADDENDUM

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (i), Payment.

[] Delete the 1st sentence and substitute the following: **Fast Payment** procedures apply. The Government will pay invoices based on the Contractor's delivery of supplies to a post office or common carrier (or, in shipments by other means), to the point of first receipt by the Government.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN
2003)[DEVIATION]

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 2402).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (4)(i) 52.219-5, Very Small Business Set-Aside (JUN 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ___ (4)(ii) Alternate I (JUN 2003) of 52.219-5.
- ___ (4)(iii) Alternate II (JUN 2003) of 52.219-5.
- ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ___ (5)(ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- ___ (6)(ii) Alternate I (OCT 1995) of 52.219-7.
- ___ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- ___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637 (d)(4)).
- ___ (8)(ii) Alternate I (OCT 2001) of 52.219-9.
- ___ (8)(iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUN 2003) (Pub L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (10)(ii) Alternate I (JUN 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

52.212-5 (continued)

- ___ (14) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- ___ (15) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ___ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ___ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ___ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (20)(ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- Paragraphs (21) through (23) are not applicable and have been deleted.
- ___ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- Paragraphs (25) and (26) are not applicable to DoD acquisitions and have been deleted.
- ___ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 225(f), 10 U.S.C. 2307(f)).
- ___ (29) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ___ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- ___ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- ___ (33)(ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- ___ (1) 52.222-41, Service Contract Act of 1965, as amended (MAY 1989) (41 U.S.C. 351, et seq.).
Subcontracts for certain commercial services may be exempt from coverage if they meet the criteria in FAR 22.1003-4(c) or (d) (See DoD Class Deviation Number 2000-00006).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) 29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

52.212-5 (continued)

- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record.

The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR

Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212);

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793);

(v) 52.222-41, Service Contract Act of 1965, as amended (MAY 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE
ACQUISITIONS OF COMMERCIAL ITEMS (APR 2003) DFARS

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☐ **52.203-3** Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- ☐ **252.205-7000** Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- ☐ **252.219-7003** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).
- ☐ **252.219-7004** Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).
- ☒ **252.225-7001** Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ **252.225-7012** Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).
- ☐ **252.225-7014** Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).
- ☐ **252.225-7015** Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).
- ☐ **252.225-7016** Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts).
- ☐ **252.225-7021** Trade Agreements (APR 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ **252.225-7027** Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- ☐ **252.225-7028** Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- ☐ **252.225-7036** Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (☐ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ **252.225-7038** Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).
- ☐ **252.227-7015** Technical Data -- Commercial Items (NOV 1995) (10 U.S.C. 2320).
- ☐ **252.227-7037** Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- ☒ **252.232-7003** Electronic Submission of Payment Requests (MAR 2003) (10 U.S.C. 2227).
- ☐ **252.243-7002** Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

252.212-7001 (continued)

☐ **252.247-7023** Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I)

(MAR 2000) (___Alternate II) (MAR 2000) (10 U.S.C. 2631).
 ___ **252.247-7024** Notification of Transportation of Supplies by Sea (MAR 2000)
 (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003)
 (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)
 (10 U.S.C. 2631).

CLAUSES INCORPORATED BY FULL TEXT

52.212-9000 CHANGES – MILITARY READINESS (MAR 2001) DLAD

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a Humanitarian or Peace Keeping Operation, as defined below, the contracting officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the contracting officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that-

(i) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

(ii) Results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or peacekeeping operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d)(2)(B)).

(End of Clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION (NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.
(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.212-2 Evaluation-Commercial Items Jan 1999

52.252-2 Clauses Incorporated By Reference Feb 1998

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/j-3/j-336/icps.htm> OR <http://www.dla.mil/j-3/j-336/logisticspolicy/procurementlinks2.htm>

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation

cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(i) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-1 ADDENDUM

The following paragraphs of 52.212-1 are amended as indicated below:

1. Paragraph (b), Submission of Offers.

See Standard Form 1449 (Continuation Sheet), on page 2, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).

☒

Faxed offers are NOT authorized for this solicitation.

☐

Faxed offers are authorized for this solicitation.

Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees

to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

2. Paragraph (c), Period for Acceptance of Offers.

☒ Period of acceptance is 90 days.

3. Paragraph (e), Multiple Offers.

☐ Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

4. Paragraph (h), Multiple Awards.

☒ The Government intends to make one award **Per Group**
☐ Offers may be submitted for quantities less than those specified.

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUN 2003) ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

“Emerging Small Business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the North American Industry Classification System (NAICS) code designated.

“Forced or Indentured Child Labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-Disabled Veteran-Owned Small Business Concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small Business Concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-Owned Small Business Concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-Owned Business Concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-Owned Small Business Concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

52.212-3 (continued)

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal government.

(4) Type of Organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common Parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small Business Concern.

The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-Disabled Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

52.212-3 (continued)**(4) Small Disadvantaged Business Concern.**

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

NOTE: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold (i.e. \$100,000.00).

(6) Women-Owned Business Concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it ☐ is a women-owned business concern.

(7) Tie Bid Priority for Labor Surplus Area Concerns.

If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____.

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.

[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).]

The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).]

Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

<u>Number of Employees</u>	<u>Average Annual Gross Revenues</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million

52.212-3 (continued)

<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General.

The offeror represents that either--

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and is identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture.

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

52.212-3 (continued)

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American

(American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American

(persons with origins from Burma, Thailand, Malaysia, Indonesia,

Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia

(Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American
(persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance.

The offeror represents that--

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) Affirmative Action Compliance.

The offeror represents that--

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate.

(The certificate in DFARS 252.225-7000 or 7006 shall be completed if it is provided as an Attachment to 52.212-3.)

(g) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate.

(The certificate in DFARS 252.225-7035 shall be completed if it is provided as an Attachment to 52.212-3.)

52.212-3 (continued)

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(2) Certification.

(If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the Offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS. (NOV 1995)

(a) Definitions.

As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification.

By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it -

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation.

The Offeror represents that it-

(Vendor Fill-in 1

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.)

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea Clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.215-6

Place of Performance

OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

Companies protesting this procurement may file a protest 1) with the contracting officer, 2) with the General Accounting Office, or 3) pursuant to Executive Order No. 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office. Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order No. 12979." (Note: DLA procedures for Agency Level Protests filed under Executive Order No. 12979 allow for a higher level decision on the initial protest than would occur with a protest to the contracting officer; this process is not an appellate review of a contracting officer's decision on a protest previously filed with the contracting officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the contracting officer.

(End of provision)

52.211-9P38

PLACE OF PERFORMANCE (JAN 1992) DSCP

(a) The offeror must stipulate in the Place of Performance clause included in this solicitation information pertinent to the place of performance. Failure to furnish this information with the bid may result in rejection of the offer/bid.

(b) No change in the place(s) of performance shall be permitted between the opening/closing date of the bid/offer and the award except where time permits and then only upon receipt of the contracting officer's written approval.

(a) Any change in place(s) of performance cited in this offer and in any resulting contract is prohibited unless it is specifically approved in advance by the contracting officer.

(End of clause)

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see [DLA Directive 5145.1](#)). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here (**Vendor fill-in 1** ____). Alternate wording may be negotiated with the contracting officer.

(End of provision)

CLAUSES INCORPORATED BY REFERENCE

52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.232-18	Availability Of Funds	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.217-7017	Time of Delivery	DEC 1991
252.217-7018	Change in Plant Location - Bakery and Dairy Products	DEC 1991
252.217-7019	Sanitary Conditions	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

CLAUSES INCORPORATED BY REFERENCE

52.216-18	Ordering	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995

CLAUSES INCORPORATED BY FULL TEXT

52.204-9P01 SUBMISSION OF INFORMATION REGARDING ELECTRONIC DATA
INTERCHANGE (EDI) (MAR 1994) DSCP

(a) Electronic Data Interchange (EDI) is most commonly defined as the electronic exchange of data contained in normal business transactions, between Trading Partners, using a public standard format.

(b) The Defense Supply Center Philadelphia (DSCP) has implemented a system for EDI, using the Accredited Standards Committee (ASC) X12 and/or Uniform Communication Standard (UCS) Standards, as applicable, that will electronically transmit contracts and/or orders for the item(s) covered by this solicitation. Our goal is to utilize EDI to the maximum extent possible and to possess the capability to receive invoices and transmit payments electronically in addition to sending contracts and/or orders.

(c) EDI CAPABILITY IS NOT A REQUIREMENT FOR AWARD UNDER THIS SOLICITATION.
ANY DATA
SUBMITTED IN PARAGRAPH (d) BELOW IS FOR INFORMATION PURPOSES ONLY AND WILL
BE
CONSIDERED CONFIDENTIAL. At this time, we are asking that you provide information to help us in
our implementation
consistent with industry efforts and capabilities in this area.

(d) Please provide the information requested below. If more space is needed, you may use a blank sheet of
paper identified
with your firm's name, the solicitation number and the provision number (52.204-9P01) and item numbers:

(1) Do you employ the--

Vendor fill-in 1 ☐ ASC X12 Standard?

Vendor fill-in 2 ☐ UCS Standard?

If not, identify the standard used/to be used: **Vendor fill-in 3**

(2) Indicate the type of EDI capability your firm currently possesses or plans to possess within the next 12 months:

Vendor fill-in 4 ☐ Receive Requests for Quotes.
Vendor fill-in 5 ☐ Send Offers.
Vendor fill-in 6 ☐ Receive Orders.
Vendor fill-in 7 ☐ Receive Functional Acknowledgements.
Vendor fill-in 8 ☐ Send Functional Acknowledgements.
Vendor fill-in 9 ☐ Send Ship Notices.
Vendor fill-in 10 ☐ Send Invoices.
Vendor fill-in 11 ☐ Electronic Funds Transfer (EFT).

Vendor fill-in 12 [] Other (briefly describe): _____

(3) List any restrictions on Government ordering you would need to impose:

Vendor fill-in 13 [] Number of orders per contract: _____

Vendor fill-in 14 [] Minimum quantity per order: _____

Vendor fill-in 15 [] Maximum quantity per order: _____

Vendor fill-in 16 [] No. of ordering activities: _____

Vendor fill-in 17 [] No. of destinations: _____

Vendor fill-in 18 [] Other (briefly describe): _____

(4) Offeror's System Point of Contact for EDI:

Name: **Vendor fill-in 19** _____

Title: **Vendor fill-in 20** _____

Telephone Number: **Vendor fill-in 21** _____

(e) If you have previously furnished this information to DSCP under a separate solicitation, reference the solicitation number and leave the above paragraphs blank. If you are updating a previous submission, reference the solicitation number of the previous submission and complete the applicable paragraphs.

Solicitation Number: **Vendor fill-in 22** _____

(End of Clause)

52.204-9P02 INFORMATION RELATING TO ELECTRONIC DATA INTERCHANGE

(a) Electronic Data Interchange (EDI) is most commonly defined as the electronic exchange of data contained in normal business transactions, between Trading Partners, using a public standard format.

(b) The Defense Supply Center Philadelphia (DSCP) has implemented a system for EDI, using the Accredited Standards Committee (ASC) X12 and/or Uniform Communication Standard (UCS) Standards, as applicable, that will electronically transmit contracts and/or orders for the item(s) covered by this solicitation in addition to receiving invoices and transmitting payments electronically. Our goal is to utilize EDI to the maximum extent possible.

(c) EDI CAPABILITY IS NOT A REQUIREMENT FOR AWARD UNDER THIS SOLICITATION. Those offerors who can begin to use EDI should do so at this time. For those offerors who cannot, the mailing of hard copy documents will continue. This is being permitted since this is a transition period between the current methods and the full implementation of EDI technology and procedures. However, even though the current hard copy procedures will be permitted, it is the intent of the Government that eventually all transactions will be via EDI.

(d) When the offeror intends to use EDI in the transmission and/or receipt of business documents--

(1) The offeror shall enter into an EDI Trading Partner Agreement (TPA) with DSCP (see paragraph (e) below). The EDI TPA defines the responsibilities of the Trading Partners exchanging electronic transactions.

(2) The offeror shall be responsible for providing its own computer hardware and computer software necessary to transmit and receive data electronically under the framework of the EDI TPA.

(3) All terms and conditions which would otherwise be applicable to a paper document shall apply to the electronic document.

(e) An Electronic Data Interchange (EDI) Trading Partner Agreement (TPA) will be provided to the offeror by the contracting officer upon request.

(End of clause)

52.204-9P03 REQUIREMENT FOR CERTIFICATION OF A PREVIOUSLY EXECUTED
ELECTRONIC DATA INTERCHANGE (EDI) TRADING PARTNER AGREEMENT
(TPA) (MAR 1994) DSCP

If the offeror intends to use a previously executed Electronic Data Interchange (EDI) Trading Partner Agreement (TPA) between the Defense Personnel Support Center and the offeror in the performance of any resultant contract, the offeror must complete the certification at 52.204-9P04 in Section K of this solicitation. (End of clause)

52.204-9P04 CERTIFICATION REGARDING A PREVIOUSLY EXECUTED ELECTRONIC DATA
INTERCHANGE (EDI) TRADING PARTNER AGREEMENT (TPA) (MAR 1994) DSCP

The Offeror certifies that:

(a) It intends to use a previously executed EDI TPA in the performance of any resultant contract.

(b) Such EDI TPA--

(1) is between the Defense Personnel Support Center, Directorate of *Vendor fill-in 1* _____ and *Vendor fill-in 2* _____;

(2) is dated *Vendor fill-in 3* _____ and

(3) includes the following modification(s) (if "none", so state): *Vendor fill-in 4* _____

Modification Number: *Vendor fill-in 5* _____

Date: *Vendor fill-in 6* _____

(End of clause)

52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992) DSCP

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

(End of clause)

52.209-9P07 PRE-AWARD PLANT SURVEY (JAN 1992) DSCP

To determine the responsibility of prospective contractors, the Government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the Government is prevented from making such survey by the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials, machinery and tooling.

(End of clause)

52.246-9P31 SANITARY CONDITIONS (JAN 1998) DSCP

(a) Food Establishments.

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Suppliers also agree to inform the contracting officer immediately upon notification that a manufacturing plant is no longer sanitarily approved and/or delisted from another agency's listing, as indicated in paragraph (2) below. The contracting officer will also be notified when sanitary approval is regained and listing is reinstated.

() (1) establishments furnishing food items under DSCP contracts are subject to approval by the Military Medical Service or another agency acceptable to the Military Medical Service. The government does not intend to make any award for, no accept, any subsistence products manufactured or processed in a plant which is operating under such unsanitary conditions as may lead to product contamination or constitute a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", published by the U.S. Army Veterinary Command. Bread and bakery products from an establishment inspected by the American Institute of Baking need not be listed in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement" if the contractor certifies in writing that the establishment is currently in good standing. If the establishment should lose their good standing with the American Institute of Baking, the contractor must notify the contracting officer and provide a new source of supply.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the "Directory of Sanitarily Approved Food Establishments".

(i) Meat and meat products and poultry and poultry products from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the Meat and Poultry Inspection Program AMS, USDA. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

(ii) Meat and meat products for direct delivery to military installations within the same state may be supplied when the items are processed under state inspection in establishments certified by the USDA as being equal to federal meat inspection requirements.

(iii) Poultry, poultry products, and shell eggs from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by Poultry Programs, Grading Branch, AMS, USDA. Egg products (liquid, dehydrated) from establishments listed in the "Meat and Poultry Directory" published by the Food Safety Inspection Service. All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the agency.

- (iv) Fish and fishery products from establishments listed in the "Approved List--Sanitary Inspected Fish Establishments", published by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Marine Fisheries Service.
 - (v) Milk and milk products from plants having a pasteurization plant compliance rating of 90 or more, as certified by a state milk sanitation rating officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers", published by the U.S. Public Health Service. These may serve as sources of pasteurized milk and milk products as defined in paragraph N, Section I, Part II of the "Grade 'A' Pasteurized Milk Ordinance, 1978 Recommendations of the U.S. Public Health Service", Public Health Service Publication No. 229.
 - (vi) "Dairy Plants Surveyed and Approved for USDA Grading Service", published by Dairy Division, Grading Branch, AMS, USDA.
 - (vii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists", published by the U.S. Public Health Service.
- (3) Establishments furnishing the following products are exempt from appearing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", or other publication, but will remain subject to inspection and approval by the Military Medical Service or by another inspection agency acceptable to the Military Medical Service:
- (i) Fruits, vegetables and juices thereof.
 - (ii) Special dietary foods and food specialty preparations (except animal products, unless such animal products are produced in establishments covered by paragraphs (2)(i), (2)(iii), or (2)(iv) above).
 - (iii) Food oils and fats (except animal products, unless such animal products are produced in establishments covered by paragraph (2)(i), (2)(iii), or (2)(iv) above).
 - (iv) foreign establishments whose prepackaged finished items are imported by distributors or brokers into the United States as brand name items and then sold to armed forces procurement agencies for commissary store resale.
- (4) Subsistence items other than those exempt from listing in the U.S. Army Veterinary Command "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement", bearing labels reading "Distributed By", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.
- (5) When the Military Medical Service or other inspection agency acceptable to the Military Medical Service determines that the sanitary conditions of the establishment or its products have or may lead to product contamination, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.
- (b) Delivery Conveyances.
- The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent contamination of the supplies, and if applicable, equipped to maintain any prescribed temperature. (Semiperishable supplies shall be delivered in a non-refrigerated conveyance.) The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, or they constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, supplies tendered for acceptance may be rejected without further inspection.

(End of clause)

52.211-9P36 FDA COMPLIANCE (JAN 1992) DSCP

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations thereunder, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from

the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

(End of clause)

52.216-9P04 RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDERS (AUG 1992)
DSCP

Delivery orders issued against this indefinite delivery contract shall be administered by the person who placed the order on behalf of the government, i.e., the commissary ordering officer or the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency, commissary, or activity may repurchase the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency, commissary or activity can take these particular repurchase action. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

(End of clause)

52.216-9P06
52.216-9P06 DELIVERY ORDER LIMITATIONS (JAN 1992) DSCP

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.

(b) The delivery order(s) shall specify delivery(ies) no less than 48 hours from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than 24 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

(End of clause)

52.217-9P12
52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT
TERM EXTENSION (AUG 2002) DSCP

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the Schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for one additional 1 year period(s) by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.

(d) Performance under the option period shall continue at the same performance level specified for the basic contract.

(e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.

(f) The option is deemed exercised when mailed or otherwise furnished to the contractor.

(g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.

(h) The total duration of any options exercised under this clause, shall not exceed 1 year.

(i) The following provisions apply only to negotiated acquisitions:

(1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$500,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(2) Prior to the award of any contract which will contain one or more priced options totaling \$500,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

(End of Clause)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9P13 EVALUATION OF OPTIONS -- SOURCE SELECTION FOR AN INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and dates when ordered), these offers will be evaluated using the highest option price offered for each item.

(End of clause)

52.246-9P29 ADMINISTRATIVE COST TO THE GOVERNMENT IN PROCESSING CONTRACT MODIFICATIONS (JAN 1992) DSCP

Where contract modifications are issued solely for the benefit of the contractor, e.g., acceptance of nonconforming supplies or change in place of performance or delivery, the sum of \$100.00 (the government's administrative cost to process the modification) shall be obtained from the contractor in addition to any other monetary consideration.

(End of clause)

June 1, 1999



Electronic Invoice
REVISED
7/30/98

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

This Draft Standard for Trial Use contains the format and establishes the data contents of the Invoice. Transaction Set (810) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to provide for customary and established business and industry practice relative to the billing for goods and services provided.

Prime Vendor(s) NOTE: Certain data segments will require data transmitted as it appears on the Purchase Order. **Reference page 1A.**

TABLE 1

<u>POS NO</u>	<u>SEG ID</u>	<u>DESCRIPTION</u>	<u>REQ</u>
010	ST	Transaction Set Header	M
020	BIG	Beginning Segment for Invoice	M
<u>Loop I.D. – N1</u>			
070	N1	Name	O (M for DSCP)
110	REF	Reference Number	O (M for DSCP)
130	ITD	Terms of Sale	O
140	DTM	Date/Time Reference	O (M for DSCP)

TABLE 2

Loop I.D. – IT1

010	IT1	Baseline Item Data (Invoice)	O (M for DSCP)
-----	-----	------------------------------	----------------

TABLE 3

010	TDS	Total Monetary Value Summary	M
<u>Loop I.D. - SAC</u>			
040	SAC	Service, Charge Information	O
<u>Loop I.D. – ISS</u>			
070	CTT	Transaction Totals	O (M for DSCP)
080	SE	Transaction Set Trailer	M

810 INVOICE VERSION 3050 FUNCTION GROUP=IN

The following information applies to **PRIME VENDORS** only!!

Baseline Item Data (IT1): PAGE 8.

1. Contract Line Item Number (CLIN): The very **“FIRST CLIN”** as it appears on the Purchase Order, **“MUST”** be transmitted in the IT101. Data is required in all IT1 segments.
 - a. If the **“FIRST CLIN”** was **“NOT”** delivered, the CLIN must still be transmitted in the IT101; and ZERO fill the quantity and price field(s).
 - b. This is Optional. ***If*** additional CLIN(s) on the **same** Purchase Order ***have not*** been delivered, data **“MAY”** be transmitted, but is not required.
2. Contract lines CLIN(s) must be transmitted in line sequence as shown on each Purchase Order.
3. Separate Transaction Headers (ST segments) are required for each Purchase Order invoiced.
4. Any **“new” CLINS/line items, (substituions & adds)** must appear as the **last line** on the invoice. Adds **“MUST”** start with CLIN number 9999AA, 9999AB. As Call date's change, 9999AA maybe recycled. **SEE EXAMPLES...**
 - a) SP030098D1234 063A = CLIN # 9999AA
063A = CLIN # 9999AB
063A = CLIN # 9999AC
 - b) SP030098D1234 064T = CLIN # 9999AA
064T = CLIN # 9999AB
064T = CLIN # 9999AC

Revised as of July 30, 1998.

1A

SEG ID ST Transaction Set Header

POS NO010

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the start of transaction set and to assign a control number

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
ST01	143	Transaction Set Identifier Code Code uniquely identifying a Transaction set. 810 X12.2 Invoice		M/Z	ID 3/3
ST02	329	Transaction Set Control Number Identifying control number that must be unique within the Transaction set functional group assigned by the originator For a transaction set		M AN	4/9

NOTE:

The transaction set identifier (ST01) used by the translation routine of interchange partners to select the appropriate transaction set definition.
(e.g. 810 selects the invoice transaction set)

EXAMPLE

ST*810*000004110

SEG ID BIG Beginning Segment for Invoice
 POS No 020
 REQ DES Mandatory
 MAX USE 1

PURPOSE Indicates the beginning of an invoice transaction set and to
 Transmit identifying numbers and dates

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
BIG01	373	Invoice Date (YYMMDD) * Date of the invoice			M/Z DT	6/6
BIG02	76	Invoice Number Identifying number assigned by issuer		M	AN 1/8	
BIG04	324	Contract Number (PIIN) SP030098D1234 0 = numeric zero		M	AN 13/13	
BIG05	328	Release Number/Call (e.g. 063A)			M AN	4/4
BIG07	640	Transaction Type Code DI= Debit Invoice		M	ID 2/2	
BIG08	353	Transaction Set Purpose Code ZZ = Mutually Defined			M ID	2/2
NOTE:						
BIG04 - Do not transmit dashes or slashes						
BIG08 – Applied to Invoices for “PRIME VENDORS ONLY”						
** Non-Prime Vendors do not use BIG08						

EXAMPLE	
P.V. transmits	BIG*980303*DSCP1111**SP030098D1234*063A**DI*ZZ
Non P.V.	BIG*980303*DSCP1111**SP030098D1234*063A**DI

Loop Repeat 200

SEG ID N1 Loop ID
 POS NO070
 REQ DES Optional (Mandatory for DSCP)
 MAX USE 1

PURPOSE Identify a party by type of organization, name and code

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
N101	98	Entity Identifier Code ST = Ship To		M	ID	2/2
N102	93	Name (e.g. FT Sam Houston TX)		X	AN	1/35
N103	66	Identification Code Qualifier 10 = Dept of Defense Activity Address Code (DoDAAC)		X	ID	2/2
N104	67	Identification Code/DoDAAC (e.g. FT9068)		X	AN	6/6

EXAMPLE

N1*ST*FT SAM HOUSTON TX*10*FT9068

SEG ID REF Reference Number

POS NO110

REQ DES Optional (Mandatory for DSCP)

MAX USE 12

PURPOSE Specify identifying numbers (DSCP-Purchase Order Number)

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
REF01	128	Reference I.D. Qualifier RQ = Purchase Requisition Number		M	ID	2/2
REF02	127	Reference I.D. / Purchase Order No. (e.g. FT906880631234)		X	AN	14/14

EXAMPLE

REF*RQ*FT906880631234

SEG ID ITD Terms of Sale

POS NO130

REQ DES Optional ** See Note Below

MAX USE >1

PURPOSE To specify terms of sale

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REG	TYPE	LENGTH
ITD01	336	Terms Type Code 16 = Prompt Payment Act		O	ID 2/2
ITD03	338	Terms Discount Percent Terms discount percentage, expressed as A percent, available to the purchaser if an Invoice is paid on or before the terms days due (e.g. 2% = 00.020)		O R3	1/6
ITD04	370	Terms Discount Due Date (YYMMDD)		O	DT 6/6
ITD05	351	Terms Discount Days Due Number of days in the terms discount period By which payment is due if terms discount is earned (e.g. 15 = 015)		X	N 3/3

NOTE:

Use only "IF" Contract Terms are better than current Contract Terms and Conditions in DSCP Contracts

EXAMPLE

ITD*16**00.020*980310*015

Decimal uses one position in Length. Zero fill ITD03 and ITD05

SEG ID DTM Date/Time Reference

POS NO140

REQ DES Optional (Mandatory for DSCP)

MAX USE 10

PURPOSE To specify pertinent dates and times

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
DTM01	374	Date/Time Qualifier 011 = Shipped		M	ID	3/3
DTM02	373	Date (YYMMDD)		X	DT	6/6

EXAMPLE

DTM*011*980301

PRIME VENDORS ONLY!!!

Loop Repeat 200000

SEG ID IT1 Baseline Item Data (Invoice)
 POS NO010
 REQ DES Optional (Mandatory for DSCP) ****See Note Below**
 MAX USE 1
 PURPOSE Specify the basic and most frequently used line item data
 (CLIN level) for the invoice and related transactions

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
IT101	350	Assigned Identification Contract Line Item Number (CLIN) **(e.g. 0001)	O/Z	AN	4/6	
IT102	358	Quantity Invoiced (e.g. 10 = 000000010)	X	N	1/9	
IT103	355	Unit or Basic Measurement	X	ID	2/2	
IT104	212	Price-extended CLIN \$\$ Amt *decimal uses one position length (e.g. 25.50 = 0000025.50)	X	R2	1/10	
IT106	235	Product/Service I.D. Qualifier FS = National Stock Number	X	ID	2/2	

segments.

EXAMPLE

IT1*0001 *10*CA*0000002.50*FS*891500E210123

SEG ID TDS Total Monetary Value Summary

POS NO010

REQ DES Mandatory

MAX USE 1

PURPOSE Specify the total dollar amount of the invoice

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
TDS01	610	Amount of Total Invoice (e.g. 123.45 = 0000012345)		M	N2 1/10

EXAMPLE

TDS*0000012345

Loop Repeat 25

SEG ID SAC Service, Promotion, Allowance, or Charge Information

POS NO040

REQ DES Optional

MAX USE 1

PURPOSE To request or identify a service, promotion, allowance, or charge

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
SAC01	248	Allowance or Charge Indicator		M/Z	ID 1/1

C = Charge				
SAC05 610	Total Amount of Service (e.g. 30.50 = 0000003050)	O/Z N2	1/10	

EXAMPLE

SAC*C****0000003050

SEG ID CTT Transaction Totals

POS NO070

REQ DES Optional (Mandatory for DSCP)

MAX USE 1

PURPOSE To transmit a hash total for a specific element in
The transaction set

DATA ELEMENT SUMMARY

REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH
CTT01	354	Number of CLIN Line Items Invoiced		M	No 1/6

EXAMPLE

CTT*125

SEG ID SE Transaction Set Trailer

POS NO080

REQ DES Mandatory

MAX USE 1

PURPOSE Indicates the end of the transaction set and provide the count of the
Transmitted segments (including the beginning (ST) and ending
(SE) segments)

DATA ELEMENT SUMMARY						
REF	ELE ID	DESCRIPTION	REQ	TYPE	LENGTH	
SE01	96	Number of Included Segments		M	N	1/10
SE02	329	Transaction Set Control Number		M	AN	4/9

EXAMPLE

SE*30*000004110